



Good Neighbors

San Diego
Housing Commission

REPORT

DATE ISSUED: October 23, 2006 REPORT NO: HCR 06-81

ATTENTION: Chair and Members of the Housing Commission
For the Agenda of November 17, 2006

SUBJECT: Award of Contract for Plumbing Services (Citywide)

REQUESTED ACTION:

Award a contract to Denny & Son Plumbing, Inc., for plumbing services to be utilized on an as needed basis at the Housing Commission ("the Commission") owned/managed properties located in the City of San Diego.

STAFF RECOMMENDATION:

- 1) Approve the award of a one (1)-year contract to Denny & Son Plumbing, Inc., in an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000) with the option to renew for two (2) additional one (1)-year periods.
- 2) Authorize the President & Chief Executive Officer to execute the contract (Attachment 1) following final approval of the contract award by the Housing Authority.

BACKGROUND:

The proposed work under this contract provides for plumbing services at the developments owned and/or managed by the Housing Commission. The Commission has a continuing need for plumbing repair services at its housing sites and provides ongoing routine, preventive, and emergency maintenance services to residents on a twenty four (24)-hour basis. To maintain maximum efficiency in providing these services, both in-house staff and skilled maintenance service providers are utilized.

FISCAL CONSIDERATIONS:

Funding for this contract is included in the FY07 Commission budget previously approved by the Housing Commission on April 14, 2006, and the Housing Authority on May 2, 2006. No local funds are required.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

On September 11, 2006, a Request for Proposals was issued for this work. Bid advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*. In addition, thirteen (13) invitations were sent as outreach to plumbing contractors and two (2) packages were provided to plan rooms.

On September 27, 2006, a pre-proposal conference was conducted with four (4) firms in attendance. During the bid period a total of four (4) bid packages were provided to interested contractors.



A state agency authorized by the City of San Diego

At bid closing on October 17, 2006, two (2) bids were received. Information on the submitted bids is outlined below:

<u>Bidder</u>	<u>Amount</u>	<u>Responsive Bidder</u>	<u>DBE</u>
Denny & Son Plumbing, Inc.	\$40 p/hr (M-F) \$64 p/hr (After Hours, Weekends & Holidays)	Yes	No
My Plumber	\$110 p/hr (M-F) \$165 p/hr (After Hours, Weekends & Holidays)	Yes	No

Denny & Son Plumbing, Inc., is a San Diego based plumbing company. Staff analysis indicates that Denny & Son Plumbing, Inc., has submitted the lowest reasonable and responsible bid, and is capable of performing this service. Denny & Son, Plumbing, Inc., is the current provider of plumbing repair services to the Commission and has successfully performed this service for over the past nine (9) years.

ENVIRONMENTAL REVIEW:

This action is categorically exempt from the provisions of CEQA pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). It is also categorically excluded from the provisions of NEPA under the provisions of 24 California Code of Regulations 58.35(b). This activity is exempted and/or excluded in connection with the actions on the FY 07 budget. The City of San Diego as Responsible Agency has previously issued the notices covering these services in connection with the approval of the budget.

Respectfully submitted,

Steve Snyder
Director of Facilities

**Signature on File
With Original Document**

Approved by,

Elizabeth C. Morris
President & Chief Executive Officer

Attachments: 1 - Contract

SAN DIEGO HOUSING COMMISSION

AGREEMENT FOR

PLUMBING SERVICES

WITH

DENNY & SON PLUMBING, INC.

THIS AGREEMENT, entered into the ____ day of _____ 2006,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1122 Broadway
San Diego, California 92110
(619)

and the Contractor:

DENNY & SON PLUMBING, INC.
8810-C Jamacha Blvd, Suite 361
Spring Valley, CA 91977
(619) 469-4955

101. DESCRIPTION OF WORK

Contractor shall provide plumbing services to the Commission as generally described in the specifications/scope of services attached hereto.

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. *General Provisions, Contract Attachment No. 1*
2. *Specifications/Scope of Service, Contract Attachment No. 2*
3. *Compensation Schedule, Contract Attachment No. 3*
4. *Certificate of Compliance, Contract Attachment No. 4*

103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective January 1, 2007 through December 31, 2007. The Commission, at its discretion, may extend this contract for two (2) additional one (1) year periods.

Attachment 1

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Compensation Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the Commission may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the Commission and/or the Housing Authority of the City of San Diego ("the Authority") fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement.

c. Method of Payment

The Contractor shall submit a requisition to the Commission specifying the amount due for services performed by the contractor's staff. Such requisition shall: (1) reference the Contract number assigned hereto; (2) describe the services performed in detail, as specified in Contract Attachment No. 2; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth (30th) day of a given month if the requisition is submitted to the Commission no later than the first (1st) day of said given month. Payments will be made to Contractor at the address given above.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

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DENNY & SON PLUMBING, INC.	
By:	
	Signature
Title:	
	License Number
	Business Address
	8810-C Jamacha Blvd, Suite 361 Spring Valley, CA 91977
SAN DIEGO HOUSING COMMISSION	
By:	
	Signature
Title:	
	Business Address
	<i>San Diego Housing Commission</i>
	<i>9550 Ridgeway Court</i>
	<i>San Diego, CA 92123</i>

APPROVED AS TO FORM CHRISTENSEN SCHWERDTFEGER & SPATH LLP	
By:	
	Charles B. Christensen, Esq.
	General Counsel
	San Diego Housing Commission
Date:	

Attachment 1

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Agreement calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his/her/its own file or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Agreement or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

- a. For the duration of this Agreement, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.
- b. A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego ("the City") may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.
- c. In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.

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- d. When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.
- e. Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.
- f. This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve (12) months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

205. Contractor's Liability

- a. The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.
- b. Contractor shall indemnify and hold harmless the Commission, the Housing Authority, the City, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:
 - 1. For damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
 - 2. For any breach of any obligations, duties or covenants of Contractor under this Agreement or transactions related to it.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

- a. Contractor shall provide public liability and property damage insurance in the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.
- b. Contractor shall purchase and maintain in full force and effect workers' compensation insurance for

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contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Agreement.

- c. Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence.
- d. All insurance required to be purchased and maintained by the Contractor shall name the Commission, the Housing Authority and the City as additional insureds and shall contain cross-liability endorsements.
- e. The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least thirty (30) days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

- a. Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager payments made to all vendors by month, contract to date and percentage of overall contract value.
- b. Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.
- c. Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.
- d. If any under-representation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEOP). An acceptable plan to

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correct the identified underrepresented categories must be submitted within thirty (30) days. Once the EEOP has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEOP updates as requested.

- e. Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

- a. No services covered by this Agreement shall be subcontracted without the prior written consent of the Commission.
- b. In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.
- c. The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assignability

- a. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Commission.
- b. Claims for money due or to become due to the Contractor from the Commission under this Agreement may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

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The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Agreement.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City, shall comply with the provisions of Government Code Section 7550; to wit,

- a. Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds Five Thousand and No/100 Dollars (\$5,000.00). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- b. When multiple documents or written reports are the subject or product of the Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

214. Termination

This Agreement may be terminated by the Commission on thirty (30) days written notice to the Contractor, the effective date of cancellation being the thirtieth (30th) day of said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Agreement represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

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If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Laws of State of California

This Agreement and its performance and all suits and special proceedings under this Agreement shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefore, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this Agreement by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - a. *The dangers of drug abuse in the workplace.*
 - b. *The Contractor's policy of maintaining a drug-free workplace.*

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- c. Any available drug counseling, rehabilitation and employee assistance programs.*
 - d. The penalties that may be imposed upon employees for drug abuse violations.*
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

- a. Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, and terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,
- b. The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension," of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.
- c. Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.
- d. Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the Contractor a right to compel the Chief Executive Officer of the Commission to exercise the option to extend the Agreement.
- e. The Commission and the Authority hereby delegate the authority to the Chief Executive

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Officer of the Commission to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

- f. All contracts which are approved by the Commission and/or the Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identification of appropriate funding source and authorization of payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- a. Upon execution of the Agreement;
- b. Annually on or before April First (1st) of each year;
- c. Within thirty (30) days after completion of the Agreement.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- a. To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- b. To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135,

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which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.

- c. Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. Contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after Contractor is selected but before the Agreement is executed; and, (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covering Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 requires that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling Three Hundred Thousand and No/100 Dollars (\$300,000.00) or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding HUD direct,

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guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with HUD program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the Agreement, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federally appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. Contractor will require that the above-stated language be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
 4. Further, Contractor and all subrecipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

Indicate Approval by Initials Below:

COMMISSION _____

CONTRACTOR _____

General Counsel _____

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CONTRACT ATTACHMENT NO. 2
SPECIFICATIONS/SCOPE OF SERVICES
PLUMBING SERVICES

When and as directed by the Commission, the Contractor shall perform plumbing services at Commission owned or managed properties in a workman like manner, in accordance with standard trade practices, and in compliance with applicable codes, regulations, and ordinances.

The Contractor shall comply with and adhere to the following:

1. All replaced gas fixtures shall have new flex lines installed.
2. All piping used in the repair of existing shall be of like type and quality according to code, and fit for the use intended.
3. All replaced fixtures shall match existing or shall be as follows:
 - a) **Water Closet** – Toto (Drake) Model C7445#1 1.6 gpf bowl with tank and lid, with Beneke 520 HPSS solid plastic seat, white, Brasscraft CR-1912DL stop and supplies.
 - b) **Lavatory** – General Marble Uni-Lav Cultured marble top with oval sink to fit vanity size specified; Moen Chateau Lav Faucet #64621 with pop-up and aerator; 1-½ x 1-¼ ABS P-trap with brass nut Brasscraft CR-1915A stop and supplies or Murray 051-0124 (oval 20” x 17” White) lav sink.
 - c) **Kitchen Sink** –Elkay Dayton Model DD233224, Stainless Steel, 33 x 22 self-rim 3 hole sink; Moen Chateau Faucet Model #7425 and aerator; Garvin Model 1120 Basket Strainer Brasscraft CR-1915A stop and supplies.
 - d) **Tub/Shower Valve** -- Moen Model # 62320 Posi temp, brass, tub-shower pressure balancing valve with California approved shower head (Niagara Model N2131), trip basket overflow with screw down hair strainer, spout and Moen #T-183 Posi-Temp trim.
 - e) **Hose Bibb/Laundry Faucet** – Brass hose bib.
 - f) **Garbage Disposal** – Wasteking Model SS2600 with stainless steel grind ring and turntable, five (5) year warranty.
 - g) **Water Heater(s)** – Gas fired, glass lined; A.O. Smith 40 gallon Model FGR 40 236 with five year warrantee.
4. Plumber shall complete additional work as assigned (i.e., auger/clear toilets, waste lines; replace P-traps, wax rings, angle stops, etc.) in accordance with all applicable codes and standards of the trade.

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5. Contractor shall be responsible to perform and complete, to the satisfaction of the Commission, with its own forces or with those of qualified subcontractors, all repairs to adjacent surfaces i.e. drywall, concrete, landscape etc. that are incidental and/or related to plumbing work assigned under the terms and conditions of this contract. Major repairs to adjacent surfaces will require detailed proposals from Contractor and authorized by the Commission prior to commencement and/or completion of work. Major repairs shall be defined as repairs that are structural in nature or that exceed four (4) square feet of interior, exterior or site surface areas. The Commission will pay for reasonable costs associated with these incidental repairs.

Non-Emergency Work

1. All non-emergency work shall be performed during normal business hours, 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday.
2. Response time for non-emergency work shall be within three (3) business days after the day of notification of services needed.

After-Hours Work

After-hours work is defined as any work performed during the hours, 5:01 p.m. to 7:59 a.m. (PST) Monday through Friday, all day Saturday, Sunday and Holidays observed by the Commission as listed below:

- New Year's Day (*Observed*)
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day (*Observed*)
- Thanksgiving Day
- Agency Day (*Friday after Thanksgiving Day*)
- Christmas Day

Emergency Work

1. Response time for any and all emergency call request(s) shall be one (1) hour from the time of notification of services needed.
2. Emergency work orders shall be "ABATED" within two (2) to four (4) hours from the time of notification of services needed. The term ABATED shall be defined as to "STOP" and/or bring under control any and/or all plumbing emergencies (i.e. gas, sewer, water, etc.) that are causing the threat to health, safety, and property in connection with the service call.

Attachment 1

3. Emergency response requires repair(s) to be completed within twenty-four (24) hours from the time of notification of services.

Emergency request(s) including, but not limited to the following would require an immediate response for abatement:

- a. Smelling of gas in the unit or exterior of the building.
- b. Mainline stoppage resulting in sewage backup into one or more fixtures (i.e. bathtub, sink, toilet); sewage present on exterior grounds. (Example: Plugged toilet, with only one toilet in the unit).
- c. Stoppage when sewage is present and is causing structural damage. (Example: water damaged drywall, water soaked carpet).
- d. Leaks that cannot be contained and damage to the structure is likely to occur (i.e. water through electrical fixtures; no water to the unit, no hot water). (Example: leaking water pipe inside the wall).

Attachment 1

LIST OF PROPERTIES FOR SERVICE

The San Diego Housing Commission reserves the right to add or delete from this list at its sole discretion.

September 9, 2006 San Diego Housing Commission Property Owned/Managed			Dev#	No. of Units	Bedroom Size				
Address		Zip Code			1	2	3	4	5
3501	1ST AVE	92103	18	22	14	8			
2932	30 TH St	92104	50	5			5		
3012	30 TH St	92104	50	5			5		
3030	30 TH St	92104	63	5			5		
3217	30 TH St	92104	50	5			5		
4729	32 ND St	92116	55	5			5		
4541	33 RD ST	92116	13	8		8			
4632	33 RD St	92116	49	5			5		
4751	33 RD St	92116	60	8		8			
904	33RD ST (NORTH)	92102	City	1		1			
4720-22	34 TH St	92116	15	3		1	2		
4756-58	35 TH St	92116	15	4		3	1		
4254	36 TH St	92104	63	5			5		
4164	37 TH St	92105	13	8	2	6			
4343	38 TH St	92105	49	5			5		
4575-79	38 TH St	92116	49	8			8		
3010	39 TH St	92105	13	2					2
3617-19	42 ND St	92105	20	4		3	1		
2420	44 TH St	92105	State	8		8			
4225	44 TH St	92115	50	5			5		
2628-30	44 TH St	92105	21	8		5	3		
2716-18	44 TH St	92105	21	4		3	1		
2734-36	44 TH St	92105	20	4		3	1		
4225	44TH St#2	92115	Local	1	1				
4261	45 TH St	92115	49	5			5		
4261	45TH St#2	92115	Local	1	1				
4078	47 TH St	92105	13	4		2	2		
4286-92	48 TH St	92115	13	4		4			
4566	51 ST St	92115	49	5			5		
3051	54TH St	92105	46	7		1	6		
3280	A ST	92102	26	2		2			
3755	ALABAMA ST	92104	58	4			4		
3761	ALABAMA ST	92104	58	4			4		

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September 9, 2006 San Diego Housing Commission Property Owned/Managed			Dev#	No. of Units	Bedroom Size				
Address		Zip Code			1	2	3	4	5
2005-65	ALQUINAS DR	92173	28	66		20	46		
4164	ALTADENA AVE	92105	13	6	1	5			
4560	ALTADENA AVE	92115	13	8		8			
4207-09	ALTADENA AVE	92115	20	2			2		
4479-81	ALTADENA AVE	92115	57	8		2	6		
4080	ARIZONA ST	92104	55	4			4		
121	AVERIL RD	92173	59	4			4		
125	AVERIL RD	92173	59	10			10		
3974	BANCROFT ST	92104	50	6			6		
3984	BANCROFT ST	92104	50	6			6		
3974	BANCROFT ST #1	92104	Local	1	1				
3984	BANCROFT ST #1	92104	Local	1	1				
6216	BEAUMONT AVE	92037	City	1			1		
7777	BELDEN ST #1 - #163	92111	14	163	162	1			
7777	BELDEN ST #164 - #243	92111	35	80	80				
2883	BOSTON AVE	92113	48	5			2	3	
2955	BOSTON AVE	92113	43	5			5		
178-190	CALLE PRIMERA	92173	38	70		48	22		
3222-24	CAMULOS ST	92110	State	12		8	4		
2766	CARDINAL RD	92123	26	2			2		
4147-57	CHAMOUNE AVE	92105	15	6		3	3		
3850	CHEROKEE AVE	92104	49	5			5		
4360	CHEROKEE AVE	92104	50	5			5		
4054-60 1/2	CHEROKEE AVE	92104	13	8		8			
2326-32	E. JEWETT ST	92111	13	4			4		
7105	EASTMAN ST	92111	55	8			8		
7109	EASTMAN ST	92111	55	2		1	1		
7113	EASTMAN ST	92111	55	8			8		
7114	EASTMAN ST	92111	55	10			10		
7120	EASTMAN ST	92111	55	8			8		
12643-12687	EL CAMINO REAL	92130	47	45			27	16	2
2477-81	FAIRMOUNT AVE	92105	13	4		4			
2701-11	FIGUEROA ST	92109	13	6	1	5			
4081-87 1/2	FLORIDA ST	92104	13	8		8			

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September 9, 2006 San Diego Housing Commission Property Owned/Managed			Dev#	No. of Units	Bedroom Size				
Address		Zip Code			1	2	3	4	5
7526-7580	FULTON ST	92111	44	31			18	13	
2615-65	GENESEE AVE	92123	16	11		3	8		
4450-56 1/2	GEORGIA ST	92116	13	8		8			
8637-43	GLENHAVEN ST	92123	13	4			4		
8649-55	GLENHAVEN ST	92123	13	4			4		
8661-67	GLENHAVEN ST	92123	13	4			4		
8701-07	GLENHAVEN ST	92123	13	4			4		
7891-7899	GOLFCREST DR	92119	44	9			6	3	
2045	GRAND AVE	92109	43	3				3	
2049	GRAND AVE	92109	43	3				3	
3350-56 1/2	GRIM AVE	92104	13	8	1	7			
2381	GROVE AVE	92154	27	9		7	2		
2383-89	GROVE AVE	92154	40	32		22	10		
4637-43 1/2	HAMILTON ST	92116	13	8		8			
3081-83	HAWTHORN ST	92104	21	4		3	1		
4416	HIGHLAND AVE	92115	13	8		8			
1351-59	HOLLISTER ST	92154	22	20		10	10		
So. Bay	HOMES	92154	13	36			7	17	12
2644	HORNBLEND ST	92109	55	5			5		
8714-20	HURLBUT ST	92123	13	4			4		
8726-32	HURLBUT ST	92123	13	4			4		
3125	IVY ST	92104	50	5			5		
7629	JAMACHA RD	92114	City	1		1			
4205	JUNIPER ST	92105	32	5		3	2		
4209	JUNIPER ST	92105	32	5		3	2		
4211	JUNIPER ST	92105	32	5		3	2		
4215	JUNIPER ST	92105	32	5		3	2		
4273	JUNIPER ST	92105	23	4		2	2		
4275	JUNIPER ST	92105	23	4		2	2		
4277	JUNIPER ST	92105	23	4		2	2		
4279	JUNIPER ST	92105	23	4		2	2		
4281	JUNIPER ST	92105	23	4		2	2		
4283	JUNIPER ST	92105	23	4		2	2		
540	LAUREL ST (WEST)	92101	City	1		1			
7085	LEVANT ST	92111	55	7			7		
7095	LEVANT ST	92111	55	7			7		
4381-87	LOUISIANA ST	92104	13	8	2	6			

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September 9, 2006 San Diego Housing Commission Property Owned/Managed			Dev#	No. of Units	Bedroom Size				
Address		Zip Code			1	2	3	4	5
4390	MAPLE ST	92105	17	6		5	1		
505-17	MAPLE ST (WEST)	92103	City	4	2	2			
4239	MARGE WAY	92154	Local	1				1	
4451-59	MARKET ST	92102	58	20				20	
4131	MARYLAND ST	92103	37	24	24				
3919	MASON ST	92110	State	8		8			
10101-10191	MAYA LINDA RD	92126	Mixed Inc	132	40	83	9		
5316	MEADE AVE	92115	18	30	29	1			
2727-45	MEADE AVE	92116	13	6		6			
8792	MIRA MESA BLVD	92126	59	5		5			
8816	MIRA MESA BLVD	92126	59	5		5			
5071-77 1/2	MUIR AVE	92107	13	8		8			
4890	NAPLES ST	92110	26	4		4			
801	NAUTILUS	92037	City	1		1			
8505	NOELINE AVE	92114	13	1				1	
4050-56	OAKCREST DR	92105	13	4		4			
5974	OLD MEMORY LANE	92114	13	1				1	
4352	OREGON ST	92104	13	8		8			
605-95	PICADOR BLVD	92154	State	78		66	12		
4180-82	POPLAR ST	92105	19	9		7	2		
4055-83	PULITZER PLACE	92122	39	50			50		
2325	RACHAEL AVE	92139	26	3		3			
5326-28	REX AVE	92105	20	4		3	1		
5330-32 1/2	REX AVE	92105	13	4		4			
5359	SANTA MARGARITA	92114	30	8		4	4		
5369	SANTA MARGARITA	92114	30	8		4	4		
5379	SANTA MARGARITA	92114	30	8			8		
5389	SANTA MARGARITA	92114	30	8			8		
7281-7289	SARANAC ST	92115	44	7			4	3	
5955	STREAMVIEW DR	92105	13	4		4			
3755	SWIFT AVE	92104	13	2			2		
3757	SWIFT AVE	92104	13	2			2		
281-289	SYCAMORE RD	92173	33	24		24			
391-401	SYCAMORE RD	92173	31	19		13	6		
401-419	SYCAMORE RD	92173	25	22		19	3		
402-412	SYCAMORE RD	92173	24	24		18	6		

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September 9, 2006 San Diego Housing Commission Property Owned/Managed			Dev#	No. of Units	Bedroom Size				
Address		Zip Code			1	2	3	4	5
6511-17	TAIT ST	92111	13	4			4		
5385-89	TROJAN AVE	92115	State	3		3			
4095	VALETA ST	92110	State	4		4			
3630-32	VAN DYKE AVE	92105	15	4		3	1		
2052	VIA LAS CUMBRES	92111	Sec. 8	2			2		
2055	VIA LAS CUMBRES	92111	Sec. 8	4	2	2			
2056	VIA LAS CUMBRES	92111	Sec. 8	8		8			
2059	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2060	VIA LAS CUMBRES	92111	Sec. 8	2			2		
2064	VIA LAS CUMBRES	92111	Sec. 8	8		8			
2065	VIA LAS CUMBRES	92111	Sec. 8	8	2	6			
2068	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2072	VIA LAS CUMBRES	92111	Sec. 8	2			2		
2074	VIA LAS CUMBRES	92111	Sec. 8	2			2		
2075	VIA LAS CUMBRES	92111	Sec. 8	8		8			
2078	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2079	VIA LAS CUMBRES	92111	Sec. 8	4		4			
2082	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2085	VIA LAS CUMBRES	92111	Sec. 8	8		8			
2086	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2089	VIA LAS CUMBRES	92111	Sec. 8	8	4	4			
2090	VIA LAS CUMBRES	92111	Sec. 8	8	2	6			
2095	VIA LAS CUMBRES	92111	Sec. 8	8		8			
2098	VIA LAS CUMBRES	92111	Sec. 8	0					
4043	WILSON AVE	92104	49	5			5		
			Total	1782	396	720	566	84	16

Indicate Approval by Initials Below:

COMMISSION _____

CONTRACTOR _____

General Counsel _____

Attachment 1

**CONTRACT ATTACHMENT NO. 3
COMPENSATION SCHEDULE**

<u>TIME PERIOD</u>		<u>DESCRIPTION</u>	<u>BID AMOUNT</u>
8:00 a.m. – 5:00 p.m.	Mon. – Fri.	Hourly Rate	\$ 40.00
After hours, weekends, and holidays.		Hourly Rate	\$ 64.00

Percentage mark-up for parts used and Subcontractor costs, shall not exceed twenty-five percent (25%) of the original invoice.

Indicate Approval by Initials Below:

COMMISSION _____

CONTRACTOR _____

General Counsel _____

Attachment 1

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS
WITH THE SAN DIEGO HOUSING COMMISSION**

The City of San Diego, the San Diego Housing Commission and the Housing Authority of the City of San Diego are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

CERTIFICATE OF COMPLIANCE

(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

Name of Authorized Official

Title

Signature of Authorized Official

Date